

Ann Morgan

From: Joe Laydon
Sent: Wednesday, January 06, 2016 10:50 AM
To: Ann Morgan
Subject: FW:
Attachments: Grafton B Decommissioning page 1.jpg; Grafton B Decommissioning page 2.jpg; Grafton B Decommissioning page 3.jpg

From: Greg Carey [<mailto:greg.carey@easycleanenergy.com>]
Sent: Wednesday, January 6, 2016 10:26 AM
To: Joe Laydon
Cc: Jay Myrto
Subject: FW:

Joe,

Please see attached Section 24 b. (page 2) of CEC's lease with the property owner, Mrs. Kell.

Greg

Greg Carey | Community Solar Manager

146 West Boylston Drive, Worcester, MA 01606
Phone: 617-834-8567



[How Community Solar Works](#)

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From: Gregory Carey [<mailto:gregorybcarey@gmail.com>]
Sent: Wednesday, January 6, 2016 10:18 AM
To: Greg Carey <greg.carey@easycleanenergy.com>
Subject:

Land Lease Option Agreement (Solar Farm)

BETWEEN:

Karen Kell, LANDLORD

AND

Clean Energy Collective, LLC (or Assigns), TENANT

It is understood and agreed that if Tenant and Landlord are unable to agree upon the terms of such new lease, then the provisions of Section 24(a)(ii), below, regarding removal shall apply.

- ii. Remove. Remove the Solar Farm, including the Site Improvements and Infrastructure owned by Tenant and solar panels owned by third parties. Such removal shall be completed within six (6) months following the expiration of the full term of this Agreement, during which time Tenant shall be subject to all terms and conditions in this Lease with respect to access and said removal as if still a tenant.
- b. Abandonment/Noncompliance with Section 24(a). If Tenant either (i) abandons the Leased Premises or (ii) does not provide the notice to Tenant described in Section 24(a) within the time period for such notice described therein, then Landlord shall notify Tenant whether Landlord desires to enter into a new lease as described in Section (24)(a)(i) or desires Tenant to remove the Solar Farm as described in Section 24(a)(ii), and the parties shall proceed accordingly; provided however that in the event that Landlord and Tenant have not entered into the new lease described in Section 24(a)(i) at least ten (10) days prior to the expiration of the Term (including the expiration of any extension to such Term under Section 3), then Tenant shall remove the Solar Farm as set forth in Section 24(a)(ii). If Tenant is obligated under this Section 24 to remove the Solar Farm and fails to do so within the time set forth in Section 24(a)(ii), then Tenant shall be in default, and Landlord, after notice of default and expiration of the applicable cure periods set forth in Section 22 hereof, may remove the Solar Farm at Tenant's cost.

25. Binding on Successors. The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto.

26. Access to Premises. In addition to the Easement granted in Section 5, Tenant and its engineers, officers, employees, agents, and contractors shall have full access to the Leased Premises during the Term, consistent with Landlord's standard property security policy,

27. Governing Law and Exclusive Jurisdiction. The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State or Commonwealth in which the Leased Premises are located without application of principles of conflicts of laws, and any dispute or action arising under this Agreement shall be settled in the courts of the Commonwealth of Massachusetts, Worcester County, to whose exclusive jurisdiction the parties hereby submit.

28. Entire Agreement. All of the representations and obligations of the parties are contained herein, and no modification, waiver, or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as a sealed instrument, as of the day and year first above written.

LANDLORD:

Karen Kell

By: Karen Kell

Date: 5-5-15

TENANT:

Clean Energy Collective, LLC (or Assigns)

By: [Signature]

Title: CEO

Date: 5/20/15

COMMONWEALTH / STATE OF Mass)

COUNTY OF Worcester) ss

On this 5th day of May, 2015, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared Karen Kell proved to me on the basis of satisfactory evidence of identification, which were personal ID, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed such document voluntarily for its stated purpose (as Landlord).

WITNESS my hand and official seal.



WILLIAM J. RITTER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 18, 2019

[Signature]
Notary Public

COMMONWEALTH / STATE OF _____)

COUNTY OF _____) ss

On this _____ day of _____, 20____, before me, the undersigned notary public in and for said Commonwealth/State, personally appeared _____ proved to me on the basis of satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed such document voluntarily on behalf of Clean Energy Collective, LLC for its stated purpose (as Tenant).

WITNESS my hand and official seal.

Notary Public